

IT IS HEREBY ADJUDGED
and DECREED this is SO
ORDERED.



Dated: November 19, 2010

Matthew A. Silverman (018919)
Jessica R. Kenney (026615)
McCarthy ♦ Holthus ♦ Levine
8502 E. Via de Ventura, Suite 200
Scottsdale, AZ 85258
(602) 230-8726


SARAH S. CURLEY

U.S. Bankruptcy Judge

Attorneys for Movant, Wells Fargo Bank, NA., its assignees and/or successors and the servicing agent, Wells Fargo Home Mortgage

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA
PHOENIX DIVISION

In re:

Chris Edward Buirse, Lisa Jean Thomas
Buirse,

Debtors.

Wells Fargo Bank, NA, its assignees and/or
successors and the servicing agent, Wells Fargo
Home Mortgage,

Movant,

v.

Chris Edward Buirse, Lisa Jean Thomas
Buirse, Debtors; and Maureen Gaughan,
Chapter 7 Trustee,

Respondents.

) In Proceedings Under
)
) Chapter 7
)
) Case No. 10-32287-SSC
)
)
) **ORDER TERMINATING**
) **AUTOMATIC STAY**

1 Wells Fargo Bank, NA, its assignees and/or successors and the servicing agent, Wells
2 Fargo Home Mortgage ("Movant"), having filed a Motion for Relief from the Automatic Stay
3 with respect to the hereinafter-described property after appropriate notice and opportunity for a
4 hearing, no party in interest having objected to such relief, the Respondents having failed to
5 plead or otherwise defend, and good cause appearing,

6 **IT IS THEREFORE ORDERED** that:

7 Any and all stays against lien enforcement, including the automatic stay of 11 U.S.C. §
8 362(a) and the automatic injunction of 11 U.S.C. § 524(a), are hereby vacated with respect to
9 the property generally described as 2507 S. 90th Glen, Tolleson, AZ 85353, and Movant, its
10 assignees and/or successors in interest, may proceed with a foreclosure of and hold a Trustee's
11 sale of the subject property pursuant to the state law, and thereafter commence any action
12 necessary to obtain complete possession of the subject property without further court order or
13 proceeding being necessary.

14 **IT IS FURTHER ORDERED** that:

15 The Moving Party, at its option, may offer, provide and enter into any potential
16 forbearance agreement, loan modification, refinance agreement or other loan workout/loss
17 mitigation agreement as allowed by state law. The Movant may contact the Debtor via
18 telephone or written correspondence to offer such an agreement. Any such agreement shall be
19 non-recourse unless included in a reaffirmation agreement.

20 DATED:

21 _____
22 UNITED STATES BANKRUPTCY JUDGE
23
24
25
26
27
28
29